

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 12/18/2014

Action Requested By:  
EMA

Agenda Item Type  
Resolution

Subject Matter:

Agreement with the Marshall County Alabama EMA.

Exact Wording for the Agenda:

Authorizing the Mayor to execute an agreement with Marshall County EMA for the transfer of grant funds (4FIL)

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow

and accomplish and; any other information that might be helpful.

This will provide sustainment funding for support of the Regional Heavy Rescue Team.

Associated Cost: 43224.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: William S. Jones

Date: 12/4/2014

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA

Council Meeting Date: 12/4/2014  
12/18/14

Department Contact: Bill Sizemore

Phone # 5130

Contract or Agreement: Agreement with Marshall County EMA

Document Name: Agreement Between Huntsville-Madison County Emergency Management Agency and...

City Obligation Amount:

30000 43224.00

Total Project Budget:

119952

Uncommitted Account Balance:

Account Number:

01-5266-0510-1319

## Procurement Agreements

Not Applicable

Not Applicable

## Grant-Funded Agreements

State Other

Grant Name:

ALEA 4FIL

Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	<u>11/18/14</u>
2) Legal	<i>Mary C. Cates</i>	<u>12/8/14</u>
3) Finance	<i>[Signature]</i>	<u>11/19</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-\_\_\_\_\_

**BE IT RESOLVED** by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville DBA the Huntsville-Madison County Emergency Management Agency and the Marshall County EMA for the transfer of grant funds, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between the City of Huntsville, DBA Huntsville Madison County Emergency Management Agency and The Marshall County EMA for the transfer of grant funds" consisting of a total of seven (7) pages, and the date of December 18, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 18th day of December, 2014.

\_\_\_\_\_  
President of the City Council of  
The City of Huntsville, Alabama

**APPROVED** this the 18th day of December, 2014.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, DBA  
THE HUNTSVILLE-MADISON COUNTY EMERGENCY  
MANAGEMENT AGENCY AND THE  
MARSHALL COUNTY EMA FOR THE  
TRANSFER OF GRANT FUNDS**

STATE OF ALABAMA                    )  
  )  
COUNTY OF MADISON                )

**AGREEMENT**

**THIS AGREEMENT** is entered into on this the 18th day of December, 2014, by and between the HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (hereinafter "EMA"), the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, (hereinafter "City") and the MARSHALL COUNTY EMA (hereinafter "MARSHALL EMA").

**WHEREAS**, EMA has entered into the following grants or cooperative Agreements in furtherance of preparing emergency services to respond to acts of terrorism and other emergencies that threaten the public's safety and to enhance the capacity for emergency services within the State of Alabama:

A grant having been made to the Huntsville-Madison County EMA as approved by City of Huntsville, adopted November 6, 2014 for \$119,952.00 (4 FIL) to be used to support AMAS teams throughout the North Alabama region; and

**WHEREAS** EMA wishes to distribute up to \$43,224.00 (4 FIL) of said funds to MARSHALL EMA for its support of heavy rescue.

**WITNESSETH**

**NOW THEREFORE**, for and in consideration of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration hereinafter provided, the parties do hereby agree as follows:

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama

Date: \_\_\_\_\_

1. EMA and the City agree to pay MARSHALL EMA a total of up to \$43,224.00 from 4FIL contingent upon EMA and the City receiving the funds for such award from the Alabama Law Enforcement Agency and MARSHALL EMA performing its obligations under this Agreement.

2. MARSHALL EMA shall use the said funds to provide for training and equipment for a regional teams.

3. Title to any equipment purchased shall revert to EMA if MARSHALL EMA ceases to use said equipment for the purposes detailed in this Agreement.

4. MARSHALL EMA agrees to assist and cooperate with EMA in providing all documentation required by the Alabama Law Enforcement Agency to ensure compliance with the terms and conditions of the above referenced contract between the Alabama Law Enforcement Agency and EMA.

5. MARSHALL EMA shall complete all expenditures under this agreement and submit all invoices therefore no later than the ending date(s) of the grant, including extensions and submit all invoices to the Director of EMA for reimbursement.

6. MARSHALL EMA shall be solely responsible for payment of all state, federal, and local taxes in connection with payments made by EMA and the City pursuant to this Agreement.

7. Unless self-insured, MARSHALL EMA is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of its agents and/or employees. MARSHALL EMA waives any and all rights to recovery from the City and EMA for any injuries that MARSHALL EMA (and/or its agents and/or employees) may sustain while performing services under the above referenced grant and/or this Agreement.

8. MARSHALL EMA, to the fullest extent permitted by law, shall indemnify and hold harmless EMA and the City of Huntsville, their elected and appointed officials, employees, and agents against all claims, damages, losses, and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from any acts performed by any employee or agent employed by Marshall County's program, including but not limited to (1) any claim for injury and/or death of such employee; and (2) any claim, attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom which is caused by any act or omission of such employee or agent.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

10. This Agreement contains the entire agreement of the parties and there are no other promises or conditions whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. All modifications or amendments to this Agreement must be in writing and executed by all parties.

13. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. This Agreement shall become effective upon its execution.

15. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first set forth above.

**CITY OF HUNTSVILLE, ALABAMA**  
A municipal corporation

By: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

By: \_\_\_\_\_  
Charles E. Hagood  
City of Huntsville Clerk-Treasurer

**THE HUNTSVILLE-MADISON  
COUNTY EMERGENCY  
MANAGEMENT AGENCY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**MARSHALL COUNTY EMA**

By: \_\_\_\_\_

ITS:

**ATTEST:**

\_\_\_\_\_

By:

Its:

# Alabama Homeland Security Program FY 2014 Budget Detail Worksheet

County/Agency: Marshall County

Grant Number: 3

Date: 5/31/2014

Initial:

\* A revised worksheet must be submitted for addition or deletion of items from the original budget detail worksheet.  
If additions, deletions, or changes in cost total \$1000 or more, a new sign-off sheet by stakeholders is also required.

**Category must be one of the following:** Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

**Discipline Abbreviations:** LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	RECIPIENT
SAR	03WA-02-BORD	Swimmer Rescue Board	\$450.00	2	\$900.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-01-MARK	Survival Strob Light	\$40.00	10	\$400.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-01-ULHH	Hand Held Spot Light	\$75.00	2	\$150.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-02-BAGT	Rope Throw Bags	\$50.00	5	\$250.00	FS	Swift Water 7 Marshall Co.
SAR	03-WA-01-BAGB	Body Bags	\$130.00	2	\$260.00	FS	Swift Water 7 Marshall Co.
PPE	01SW-01-SUIT	Dry Suit	\$800.00	8	\$6,400.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-01-ULHH	Flashlight Waterproof	\$50.00	10	\$500.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPE	600' Life Safety Rope	\$900.00	2	\$1,800.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPS	Webbing	\$800.00	1	\$800.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPH	Carabiner Locking D alum	\$30.00	30	\$900.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-01-DNIF	Water Rescue Knife	\$40.00	5	\$200.00	FS	Swift Water 7 Marshall Co.
PPE	01WA-06-MASK	Eye Protection - Swim Mask	\$40.00	10	\$400.00	FS	Swift Water 7 Marshall Co.
WATER	17WC-00-BOAT	30 HP motor with prop guard	\$5,500.00	1	\$5,500.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-01-WACC	Radio Bags Waterproof	\$20.00	15	\$300.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-01-MARK	Dye Marker	\$25.00	15	\$375.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-01-MARK	Smoke Marking Device	\$80.00	15	\$1,200.00	FS	Swift Water 7 Marshall Co.
SAR	03-WA-01-MARK	Aerial Flares Marking Device	\$30.00	15	\$450.00	FS	Swift Water 7 Marshall Co.
SAR	03WA-02-BORD	Collection Ring - Rapid Throw	\$200.00	4	\$800.00	FS	Swift Water 7 Marshall Co.
MED	09ME-05-LITR	Stokes Basket Floation	\$400.00	3	\$1,200.00	FS	Swift Water 7 Marshall Co.
SAR	03SR-02-TLHN	Axe/Handsaw	\$40.00	1	\$40.00	FS	Swift Water 7 Marshall Co.
LS	19GN-00-FUEL	Fuel Tank	\$50.00	1	\$50.00	FS	Swift Water 7 Marshall Co.
SAR	03SR-01-COMP	Air Pump compressor	\$200.00	1	\$200.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPH	Line Thrower	\$2,550.00	1	\$2,550.00	FS	Swift Water 7 Marshall Co.
PPE	01WA-06-BAGG	Dry Gear Bags	\$50.00	10	\$500.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPH	Carabiner Locking D steel	\$30.00	20	\$600.00	FS	Swift Water 7 Marshall Co.
					\$0.00		
					\$0.00		
Grand Total					\$26,725.00		



# Alabama Homeland Security Program FY 2014 Budget Detail Worksheet

County/Agency: Marshall county

Grant Number: 3

Date: 8/12/2014

Initial:

\* A revised worksheet must be submitted for addition or deletion of items from the original budget detail worksheet.  
If additions, deletions, or changes in cost total \$1000 or more, a new sign-off sheet by stakeholders is also required.

**Category must be one of the following:** Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

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CATEGORY	AEI Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	RECIPIENT
SAR	03OE-05-ROPS	Edge Protection Device	\$40.00	1	\$40.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPH	Anchor Plates	\$50.00	2	\$100.00	FS	Swift Water 7 Marshall Co.
		Compass	\$50.00	2	\$100.00	FS	Swift Water 7 Marshall Co.
SAR	03SR-02-TPGS	Chainsaw w/kit	\$500.00	1	\$500.00	FS	Swift Water 7 Marshall Co.
SAR	03SR-02-TLHN	Water Hand Pump	\$40.00	3	\$120.00	FS	Swift Water 7 Marshall Co.
SAR	03SR-02-TLHN	Forcible Entry Tool	\$250.00	1	\$250.00	FS	Swift Water 7 Marshall Co.
LS	19GN-00-FUEL	Fuel Cans	\$50.00	1	\$50.00	FS	Swift Water 7 Marshall Co.
IT	04AP-02-DGPS	GPS Handheld	\$300.00	1	\$300.00	FS	Swift Water 7 Marshall Co.
SAR	03SR-02-TLHN	Sledgehammer	\$40.00	1	\$40.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-HARN	Rescue Harness	\$310.00	5	\$1,550.00	FS	Swift Water 7 Marshall Co.
PPE	01SW-04-HLMT	Helmet Victim	\$50.00	2	\$100.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPH	Knot Passing Pulley	\$100.00	1	\$100.00	FS	Swift Water 7 Marshall Co.
		Megaphone	\$50.00	1	\$50.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPS	Pickoff strap	\$50.00	2	\$100.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPH	Picketts	\$40.00	12	\$480.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPS	Prusik's tandem	\$17.00	12	\$204.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPH	Pulleys	\$60.00	4	\$240.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPE	Rope 200' with bag	\$325.00	2	\$650.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-ROPE	Rope 300' with bag	\$460.00	1	\$460.00	FS	Swift Water 7 Marshall Co.
SAR	03OE-05-HARN	Victim Harness	\$150.00	2	\$300.00	FS	Swift Water 7 Marshall Co.
PPE	01WA-06-MAIN	Patch kit	\$50.00	1	\$50.00	FS	Swift Water 7 Marshall Co.
PPE	01WA-06-MAIN	Lanyard Kill switch	\$15.00	1	\$15.00	FS	Swift Water 7 Marshall Co.
PPE	01WA-06-MAIN	Motor Flush Kit	\$170.00	2	\$340.00	FS	Swift Water 7 Marshall Co.
PPE	01WA-06-MAIN	Prop Spare	\$150.00	2	\$300.00	FS	Swift Water 7 Marshall Co.
					\$0.00		
					\$0.00		
					\$0.00		
Grand Total					\$6,439.00		

**FY 2012 Budget Detail Worksheet**

Marshall County

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\*Revision #: Original

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[illegible]